

FIRST AMENDMENT OF THE AGREEMENT FOR  
CHEVY OEM REPAIR PARTS

THIS FIRST AMENDMENT OF THE AGREEMENT FOR CHEVY OEM REPAIR PARTS is made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and O'Reilly Automotive Stores, Inc., a Missouri corporation authorized to do business in the State of Florida, hereinafter referred to as the "Vendor."

WHEREAS, the County entered into an Agreement to purchase Chevy OEM Repair Parts, through Solicitation No. ITB160331, with Bennett Auto Supply, Inc. on the 18th day of January, 2017 ("Agreement"); and,

WHEREAS, Vendor acquired substantially all of the assets of Bennett Auto Supply, Inc. on November 8, 2018, with said acquisition becoming effective December 31, 2018; and,

WHEREAS, Vendor has agreed to continue to provide the same products and services requested in Solicitation No. ITB160331 and for the same prices as the bid submitted by Bennett Auto Supply, Inc.; and,

WHEREAS, Vendor has requested further modifications to the Agreement regarding piggybacking and anti-discrimination language; and,

WHEREAS, the County approves of the assignment of the Agreement from Bennett Auto Supply, Inc. to Vendor and the Vendor's requested modifications to the Agreement.

WHEREAS, pursuant to Article Miscellaneous of the Agreement, the parties desire to perform the aforementioned modifications.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The Agreement is assigned to the Vendor and the Vendor shall continue to supply such commodities and services in accordance with the terms, conditions, and specifications of Solicitation No. ITB160331 and the Agreement, including any appendices and amendments, and Bennett Auto Supply, Inc.'s bid, except to the extent modified herein.
2. The following provision shall be added to the Agreement: "The Vendor may agree to extend the same terms and conditions, upon mutual agreement, to other government agencies or subdivisions within the State of Florida, who may seek to purchase the same goods from the Vendor under this same agreement. Payment for such goods will be the responsibility of the other government agency or subdivision to which goods may be delivered or otherwise obtained."
3. The following provision shall be added to the Agreement: "The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The Vendor will ensure that applicants are employed and that employees are treated during Employment without regard to their race, religion, color age, sex, national origin, handicap or marital status; including, but not limited to, acts of employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training."

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, this First Amendment of the Agreement has been signed and sealed,  
in duplicate, by the respective parties hereto.

DATED this 11 day of July, 2019 by the Lee County Board of County  
Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: 

Mary G. Tucker

Director of Procurement Management, on  
behalf of the Board of County  
Commissioners

APPROVED as to Form for the Reliance of  
Lee County Only

BY: 

County Attorney's Office

DATED this 27<sup>th</sup> day of June, 2019 by O'Reilly Automotive Stores, Inc.

ATTEST:

BY: 

Authorized Signature

Chuck Rogers

Authorized Signature Printed Name

VP, Professional Sales

Authorized Signature Title

  
(Witness) Roanen Barron

CORPORATE SEAL: